

EXHIBIT D

Wells Fargo Bank, N.A.
DBA Wells Fargo Dealer Services E2578-021
P.O. Box 3599, Rancho Cucamonga, CA 91729

(Name and address of secured party)

07/19/2016

(Date)

Notice of Our Plan to Sell Property (Consumer Goods)

| | | |
|----------|--|-----------------------------|
| Name: | <u>ASHLEY M YATES</u> | <u>VIKTOR L STEVENSON</u> |
| | (Name and address of any obligor who is also a debtor) | |
| Address: | <u>6194 RT 56 HWY E</u> | <u>312 LOWELL ST</u> |
| | <u>HOMER CITY, PA 15748</u> | <u>PITTSBURGH, PA 15206</u> |
| Subject: | <u>3010033084</u> | |
| | (Identification of transaction) | |

We have your 2010 NISSAN MAXIMA 1N4AA5AP4AC863464, because you broke promises in our agreement.

☐ **Public disposition:**

We will sell ____ at a public sale. A sale could include a lease or license. The sale will be held as follows:

Day and Date: _____

Time: _____

Place: _____

You may attend the sale and bring bidders if you want.

☒ **Private disposition:**

We will sell 2010 NISSAN MAXIMA 1N4AA5AP4AC863464 at a private sale sometime after 08/03/2016. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses permitted by law. To learn the exact amount you must pay, call us at **1-888-937-9992**, Monday – Thursday, 6:00 a.m. – 5:00 p.m. and Friday, 6:00 a.m. – 4:00 p.m. Pacific Time.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at **1-888-937-9992** (or write us at **Wells Fargo Dealer Services E2578-021, PO Box 3599, Rancho Cucamonga, CA 91729**) and request a written explanation.

If you need more information about the sale, call us at **1-888-937-9992** or write us at **Wells Fargo Dealer Services E2578-021, PO Box 3599, Rancho Cucamonga, CA 91729**.

We are sending this notice to the following other people who have an interest in 2010 NISSAN MAXIMA 1N4AA5AP4AC863464 or who owe money under your agreement:

N/A

(Names of all other debtors and obligors, if any)

You may have additional rights under the law. Please read the enclosed NOTICE OF REPOSSESSION for a description of these additional rights.

NOTICE: If you are entitled to protection under the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this notice, the following applies to you: This communication is made for informational purposes only and we will not attempt to collect, assess or recover a claim in violation of the Bankruptcy Code.



Date of Contract/Security Agreement 08/29/2015

Account No. 3010033084

Notice of Repossession

Customer Name/Address
ASHLEY M YATES
6194 RT 56 HWY E
HOMER CITY, PA 15748

Co-Buyer/Guarantor Name/Address
VIKTOR L STEVENSON
312 LOWELL ST
PITTSBURGH, PA 15206

| | |
|--|--|
| Account Number 3010033084 | Date of Repossession 07/14/2016 |
| Date of Contract 08/29/2015 | Date of Notice and Mailing 07/19/2016 |
| DESCRIPTION OF VEHICLE | |
| Year 2010 | Make NISSAN |
| | New x Used |
| Vehicle Identification Number 1N4AA5AP4AC863464 | |
| Model MAXIMA | Body Type N/A |

☒ WE HAVE REPOSSESSED YOUR PROPERTY ☐ YOU HAVE VOLUNTARILY TURNED IN YOUR PROPERTY TO US

You are hereby notified that pursuant to the terms and provisions of your Contract/Security Agreement, your vehicle was repossessed on 07/14/2016 and will be offered for sale as described below. As of the date of this notice, your vehicle is located and being stored at Manheim Ohio Auto Auction, 3905 Jackson Pike, Grove City OH 43123.

HOW TO GET YOUR PROPERTY BACK

YOU MAY REDEEM THE COLLATERAL AT ANY TIME BEFORE IT IS ACTUALLY SOLD. You may also have the right to reinstate your Contract/Security Agreement under some circumstances. If you redeem the vehicle, we have no further claim to it. You may redeem the collateral by paying the unpaid account balance plus any accrued interest and the cost of repossession. The cost of repossession includes expenses reasonably incurred by us in retaking, holding, and preparing the collateral for disposition, as provided for in the Contract/Security Agreement (as applicable), and as permitted by state law. This amount is shown below as "Repossession Charges." The amount you must pay to redeem the vehicle is shown below as "Redemption Amount Total Due (C)."

- ☒ You may reinstate your Contract/Security Agreement. To get the vehicle back, follow instructions in either Section A or B.
☐ You may **not** reinstate your Contract/Security Agreement. To get your vehicle back, follow the instructions in Section B.

| A. Notice of Right to Reinstate | | B. To Redeem the Vehicle | |
|---|-------------|--|--------------|
| To recover the vehicle and reinstate the contract, you must do the following within 15 days of the date of this Notice. | | Pay the amount shown below as the "Redemption Amount Total Due" within 15 days of the date of this Notice: | |
| 1. Make payment of all past due installments so that you are current on the Contract/Security Agreement | \$ 1,332.52 | Outstanding Balance as of the date of this Notice | \$ 17,404.85 |
| 2. Pay any late charges due | \$ 0.00 | Accrued Delinquency and Collection Charges | \$ 29.88 |
| 3. Pay any default charges due | \$ 29.88 | Costs of Repossession | \$ 400.00 |
| 4. Pay the costs of repossession (estimated) | \$ 400.00 | Total Costs and Charges (A) | \$ 17,834.73 |
| 5. Pay any other costs incurred (estimated) | \$ 0.00 | Less Estimated Unearned Finance Charge | (\$ 0.00) |
| Reinstatement Amount Total Due* | \$ 1,762.40 | Less Estimated Refund on Canceled Collateral Protection Insurance | (\$ 0.00) |
| | | Total Refund (B) | (\$ 0.00) |
| | | Redemption Amount Total Due* (C) | |
| | | [A - B = C] | \$ 17,834.73 |

* As of the date of this Notice, plus finance charges and expenses incurred and less moneys received after the date of this Notice.

- ☒ (Box is checked if applicable.) Additional Finance Charge or interest charge of \$ 5.50 per day continues to accrue in addition to the amount shown above, for each day after the date of this Notice up to and including the date on which you get the vehicle back, and must be paid in addition to the Total Due to Reinstate or to Redeem shown above in order to Reinstate or Redeem.

The longer you wait, the more you may have to pay to get the vehicle back. Additional charges and expenses you may be responsible to pay may continue to accrue in addition to the costs of repossession shown above, for each day after the date of this Notice, up to and including the date on which you get the vehicle back or we sell it. These additional charges and expenses may include late payment fees, the reasonable expenses of retaking, holding, preparing for sale and selling the property, and reasonable attorneys' fees and legal expenses, as permitted by law. You will have to pay these expenses in addition to the Total Due to Reinstate or to Redeem shown above, as applicable, in order to get your vehicle back before we sell it. If you do not get the vehicle back before we sell it, we will add the additional expenses to the amount you owe, as permitted by law.

Please call us at 1-888-937-9992 or write us at Wells Fargo Bank, N.A. DBA Wells Fargo Dealer Services E2578-021, PO Box 3599, Rancho Cucamonga, CA 91729, to discuss reinstatement and/or redemption.

NOTICE OF SALE

If you do not take the steps required to get your vehicle back pursuant to the instructions above, we will sell the vehicle after the expiration of 15 days from the date of this Notice, as described in the attached Notice of Our Plan to Sell Property.

If we sell the vehicle and a deficiency balance remains on your debt after applying the net proceeds from the sale of said vehicle toward the debt, we intend to proceed against you to collect that deficiency if the attached Notice of Intent to Sell Property indicates that you will owe us any deficiency that remains after sale. Any payment or notice in connection with this matter should be addressed to Wells Fargo Dealer Services at the address shown at the bottom of this Notice.

NOTICE OF PERSONAL PROPERTY

Any personal property left in the repossessed motor vehicle will be held for thirty (30) days from the date of the mailing of this notice. You may reclaim the personal property during this thirty (30) day period. Thereafter, the personal property may be disposed of in the same manner as the motor vehicle and other collateral.

STATEMENT OF ACCOUNT

For a statement of your account that shows your remaining balance, charges and credits to your account, payments that are due and remaining payment schedule, please contact: **Wells Fargo Dealer Services E2578-021, PO Box 3599, Rancho Cucamonga, CA 91729.**

By: Wells Fargo Dealer Services

Telephone: 1-888-937-9992

Wells Fargo Dealer Services E2578-021
PO Box 3599, Rancho Cucamonga, CA 91729

(Address where payment should be mailed to redeem)
3905 Jackson Pike
Grove City OH 43123

(Address where repossessed property will be delivered upon such redemption / reinstatement.)